
Collective Bargaining Agreement

between

SEIU 775

and

Addus - Montana

Effective July 31, 2015 to July 31, 2017

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ARTICLE 1: STATEMENT OF PURPOSE

The SEIU Addus Negotiating Committee referenced below and Addus have completed negotiations for a national collective bargaining agreement. The SEIU locals that currently represent Addus employees are listed in Article 2. As additional locals enter into agreement with Addus pursuant to this National Agreement, they will be added through side letters.

The SEIU Addus Negotiating Committee and Addus agree that working together to maximize public reimbursement and identifying training and skill development opportunities are objectives for the union and the company. This collaborative approach will enhance the quality and consistency of the services provided to consumers and will improve working conditions for people who provide personal care services.

ARTICLE 2: RECOGNITION AND ADDUS NATIONAL MASTER CONTRACT

Addus Healthcare, ("Employer") and its successors and assigns, and the Addus Negotiating Committee, comprised of the following local unions: Local 521, Service Employees International Union, Local 503, Service Employees International Union, SEIU Healthcare 775NW, Service Employees International Union, , , , SEIU Healthcare Illinois Indiana, Service Employees International Union, SEIU Healthcare Pennsylvania, Local 1107, Service Employees International Union, , , 1199 SEIU, United Healthcare Workers East, Service Employees International Union. Service Employees International Union (referred to herein collectively as "Union"), and their successors or assigns, hereby agree to become parties to the Addus National Master Contract ("National Agreement" or "Agreement").

For the term of this Agreement, the Employer recognizes and acknowledges that the SEIU Addus Negotiating Committee and its local unions affiliated with the Service Employees International Union is the exclusive collective bargaining agent for all its In-Home Supportive Services (IHSS) and other direct service employees in the bargaining units listed in Appendix A of the National Master Contract, including SEIU locals with current contracts settled prior to national agreement, and in units in which SEIU is chosen to represent Addus direct care employees pursuant to this agreement, herein referred to as "employees," excepting all guards as defined in Section 9(b)(3) and supervisors, coordinators, clerical, managers and Executives as defined in Section 2 (11) of the National Labor Relations Act. The employees and local unions covered under this Master Agreement shall constitute one (1) bargaining unit.

Article 30 describes the recognition procedure for currently unrepresented employees during the term of the agreement. Article 30 Section 8 describes the classification of employees to which the agreement is directed and the purpose for labor neutrality in the listed states.

To the extent that this Agreement conflicts with provisions of extant agreements between Addus and SEIU locals that are party to this Agreement, this Agreement shall apply.

ARTICLE 3: SCOPE OF AGREEMENT

SECTION 3.1

This Agreement concludes negotiations between the parties on the items covered in this agreement.

SECTION 3.2

SEIU local unions and Addus shall negotiate over economics and other subjects not addressed in the National Agreement, as detailed in Addendum entitled List of Items Already Resolved and Therefore Not subject to Local Bargaining attached to the National Master Agreement. In the event the appropriate SEIU local and Addus cannot reach agreement, the parties will utilize the following dispute resolution process prior to engaging in other actions.

Mediation and fact-finding:

- A. The SEIU local and Addus representatives shall develop a joint status document that reflects the parties' positions on the open issues.
- B. The parties shall meet with a neutral fact finder who shall review the parties' positions and recommend a path to settlement.
- C. The fact finder shall consider: Addus funding from all sources for the bargaining unit and Addus' ability to make a reasonable return on investment; worker wage and benefit standards from other unionized homecare companies; and, Evidence that both parties have advocated in good faith for funding increases from the payor.
- D. The fact finder shall issue a written recommendation outlining ideas for settlement. If there is no settlement after 60 days of fact-finding and receipt of written recommendation, the parties may resort to other actions.

ARTICLE 4: UNION SECURITY

SECTION 4.1 UNION MEMBERSHIP

Each employee shall be required to become a member, or pay an equivalent fee designated by the Union, of the SEIU local Union no later than the thirty-first (31) day of employment, and to remain a member of the Union until the expiration of this Agreement. Any employee who fails to satisfy this obligation shall be discharged by the Employer and the Employer shall provide written notice to the SEIU local Union of such discharge within thirty (30) days.

In states where membership cannot be required, any employee who joins the union after the effective date of this Agreement or its application to the employee shall maintain his/her membership until the Agreement expires.

SECTION 4.2 UNION LIST

The Employer agrees to furnish to the relevant SEIU local Union, every thirty (30) days, a list of its employees to include names, addresses, phone numbers, employee numbers, birth dates and social security numbers. In order to provide the Union with timely, accurate information on the names, addresses and telephone numbers of bargaining unit employees, as well as the date and reason for any terminations, the Employer further agrees to provide the local Union with the local Union portion of the dues deduction authorization card for all newly-hired employees, and a list of terminated employees, on a monthly basis during the term of this Agreement.

SECTION 4.3 PAYCHECK DEDUCTIONS

The Employer agrees to deduct from each employee's pay all authorized fees, dues, assessments, deductions (up to four (4) total) and list accrued time off as required by the SEIU local Union agreement, upon voluntary authorization executed by each employee directing the Employer to make such deductions. The Employer shall make such deductions from the employee's paycheck following receipt of such authorization, and periodically thereafter as specified on the authorization, so long as such authorization is in effect, and shall remit same to the local Union within fifteen (15) days after the end of each pay period. The SEIU local Union will furnish all the forms necessary to be used for this authorization and will notify the Employer in writing of dues, fees, or assessments to be assessed within five (5) days of execution of this Agreement, and thirty (30) days before the effective date of any change. The Union will hold harmless the Employer against any claim or obligation which may be made by any employee by reason of the deduction of union membership fees, including the cost of defending against such claim or obligation.

SECTION 4.4 UNION SUMMARY REPORTS

The Employer agrees to provide a local union summary report containing the name, employee number, dues, and cumulative year-to-date totals of fees, dues, COPE/CAPE and other assessments for each employee under the local union's jurisdiction; the total gross wages for all employees combined; the total union dues for all employees combined; and the total number of employees in the payroll period covered. These local union summary reports shall list all employees covered by this Collective Bargaining Agreement who were paid in the particular pay period. These reports shall be sent to the local Unions no later than fifteen (15) days after the end of each pay period.

If the Employer has now, or obtains during the term of this Agreement, the ability to provide the information required by this Section through any accepted method of automated data storage such as computer discs or other means compatible to the local Union's facilities, it will utilize such procedure, at the local Union's expense, to report under this Section and do so via electronic mail.

ARTICLE 5: CLASSIFICATIONS AND CATEGORIES OF EMPLOYEES

SECTION 5.1 DEFINITIONS

For purposes of this Agreement, full-time employees are those who work an average of thirty-five (35) service hours each week. Part-time employees are those who work less than thirty-five (35) hours each week.

Employees who, through no fault of their own, drop below full-time status as defined above, or drop below a benefit-eligibility level stipulated elsewhere in this Agreement, for a period of three (3) consecutive pay periods, shall not lose benefits under this Agreement provided they are available for and accept reasonable assignments to restore their previous status.

SECTION 5.2 EMPLOYEE FLEXIBILITY

At the time a new employee is hired, he/she will be asked by the Employer how many hours per week he/she wants to work. Based on that, the employee shall be designated either a full-time or part-time employee.

The Employer will exercise its best efforts to assign the employee the requested hours, but shall not require the employee to work more than the requested hours. Once an employee commits to work a certain number of hours per week, then he/she will be required to accept client assignments up to that number of hours. Current employees who wish to increase or decrease their weekly hours must submit the request in writing to the Employer at least two weeks in advance. Requests shall be granted based on provisions of this Agreement and shall not interfere with the Employer's ability to provide services.

ARTICLE 6: VACANCIES

At a minimum, when a bargaining unit position opening occurs within the Employer, the Employer agrees to notify the local unions and post these openings on the bulletin board. Expansions on this Article in local agreements, which do not conflict with this minimum standard, are permissible.

ARTICLE 7: DISPATCHED WORKERS/MENTORS

SECTION 7.1 GENERAL

The Employer shall establish the position of Dispatched Home Care Aide ("Dispatched HCA"). Addus shall establish and post open Dispatched HCA hours as needed and based upon client service demands. Dispatched HCAs are used to temporarily fill emergency, substitute and/or difficult to staff assignments and to mentor new HCAs as assigned. Dispatched HCAs shall not be granted client assignments on a regular or long-term basis.

SECTION 7.2 DISPATCHED HCA HOURS

Dispatched HCAs shall be paid on a regular, guaranteed hours basis to include mileage for travel from home to first client and travel from last client to home.

Full-time dispatched HCAs shall be available for and paid for forty (40) hours per week, regardless of whether or not client hours are available during this time. Part-time dispatched HCAs who are assigned less than a full time schedule shall be available for and paid for the number of weekly hours they work in a "dispatched" assignment and regardless of whether or not client hours are available during this time. All Dispatched HCAs shall be advised of their "on duty" schedule to include a daily start and end time.

SECTION 7.3 DISPATCHED HCA POSITION, OPENINGS AND ASSIGNMENT

The Labor Management Relations Committee shall develop a written Dispatched HCA Job Description, which shall be attached as a part of the Agreement.

Openings for dispatched HCA positions shall be filled based on the level of demonstrable skills as delineated in the Dispatched Worker Job Description. In filling open dispatched HCA positions among competing qualified candidates, seniority shall apply. An HCA's ability to perform non-HCA duties (including, but not limited to, office clerical work) shall not be considered when filling dispatched HCA vacancies.

Dispatched HCA positions shall be opened and filled at the discretion of each Addus branch office.

The Employer may require dispatched HCAs to wait by the phone at home, or to perform non-HCA duties in an Addus office, during hours for which the dispatched HCA is being paid. Dispatched HCAs shall make their best effort to perform non-HCA duties as instructed. Failure to perform non-HCA duties in a

manner satisfactory to the Employer shall not be considered just cause for discipline, except in cases of gross misconduct.

When becoming a dispatched HCA, the employee and Employer shall meet and develop a list of the employee's skills and abilities. Dispatched HCAs assigned shall agree to accept all client assignments offered consistent with the agreed-upon list of their skills and abilities. Dispatched HCAs who decline client assignments that are consistent with their agreed-upon skills and abilities may be subject to reassignment to regular (non-dispatched) home care aide status.

ARTICLE 8: ORIENTATIONS

SECTION 8.1: IN-SERVICE TRAININGS

Employees shall be paid their hourly rate for attendance at all employer-required In-Services and Meetings.

The Employer agrees that a period of time will be made available before or after each in-service training meeting, or before or after any scheduled break during the training, but not beyond normal office working hours, for Union Stewards and/or Union Representatives to address members of the bargaining unit. Management or supervisory personnel may not be present unless mutually agreed to by union and company. Such meetings shall not disrupt the in-service schedule, have a maximum duration of thirty (30) minutes, and shall be conducted in accordance with Article 22: Dignity and Respect.

The Employer agrees to inform the local Union of regular in-service training dates, times and locations one month in advance and other in-service training dates, times and locations in advance. The local Union must inform the Branch Manager of its desire to address the bargaining unit members at a scheduled in-service training two days in advance.

SECTION 8.2: UNION PRESENTATION AT NEW EMPLOYEE ORIENTATIONS

Reasonable time, but not longer than twenty (20) minutes, shall be granted for a representative of the Union to make a presentation at the orientation of new employees on behalf of the Union for the purpose of identifying the organization's representation status, organizational benefits, facilities, related information, and distributing and collecting membership applications. If the Union representative is an employee of Addus, the employee shall be given time off with pay for the time required to make the presentation. The Employer will provide the Union reasonable notice of the place and time of meetings for the orientation of new employees. If the agency does not offer an orientation within thirty (30) calendar days of hire, a Union representative may request to meet with the new employee or group of new employees in the bargaining unit. Subject to prior supervisory approval regarding scheduling, the Union representative will be allowed to meet on work time to cover these same items. Such time is limited to twenty (20) minutes.

ARTICLE 9: NO DISCRIMINATION

The Employer and the Union agree that there shall be no discrimination with respect to employment or conditions of employment on the basis of race, color, physical and/or mental disability, marital status, national origin, ancestry, gender, sex, sexual orientation, age, religion, veterans status, union

membership and activities, or other consideration made unlawful by federal, state, or local law.

ARTICLE 10: UNION RIGHTS

SECTION 10.1 RIGHT TO STEWARD

For purposes of representation and mutual administration of the contract, the local Union will designate stewards from among its members employed by the Employer. The local Union will notify the Employer

SECTION 10.2 BULLETIN BOARD

The Employer will provide a bulletin board, in an area easily accessible to employees in each branch office, for union postings. The local union agrees to apply reasonable standards of good taste when posting local union notices.

SECTION 10.3 EMPLOYEE COMMUNICATIONS

Addus will assist in distribution of union meetings and activity notices on a branch-by-branch basis. At a minimum Addus agrees, at the request of the SEIU local Union, to include regular Union written communications, including but not limited to newsletters, with all mailed or hand distributed correspondence or communication with employees, including but not limited to paychecks, timesheets or in-service notifications provided that:

- a. The Union shall submit to the Employer the information at least two weeks in advance of the pay date upon which the union wishes the literature to be distributed or at least 3 days in advance of the date the company will mail the material.
- b. All literature submitted for insertion in pay envelopes shall be clearly identified as Union-produced material.
- c. In the event that the insertion of union material increases the cost of mailings to the employer, the Union shall reimburse the Employer for the additional cost.
- d. This section is intended to refer to paper materials or other small promotional items that can be easily inserted into envelopes. The materials will not be such that the insertion requires significant additional time on the part of the Employer.

SECTION 10.4 PAY CHECK PICK UP

Where agreed to by both parties, on a branch by branch basis, Addus agrees that regular employee check pick up will be conducted at the local SEIU Union office. It is the goal of the company and the union for the company to offer direct deposit within 18 months after the signing of this agreement. The company will provide a status update to the union every six months.

SECTION 10.5 UNION LEAVE

- a. Any employee elected or appointed to an office or position in each local Union shall be granted a leave of absence for a period of continuous service with each local Union not to exceed two (2) years. The leave may exceed two (2) years in cases where the term of office exceeds this period. Thirty (30) days written notice must be given the Employer before the employee takes leave to

accept such office or position, or before such employee returns to work. Such leave of absence shall be without pay.

- b. A leave of absence without pay shall also be granted for no more than ninety (90) days to conduct each local Union's business provided fifteen (15) days written notice is given. The Employer and each local Union shall cooperate in the scheduling of substitutes, so that employees on leave can return to their job positions upon ending their leave. If this leave lasts more than five (5) days the Employer will not be able to guarantee the employee their same clients or same hours. If the Employer determines it will harm client services, the Employer can deny a leave request to the employee serving the affected client, until the Employer can find a substitute. If more than one leave of this kind is taken per year by the same employee, the second or additional leave request shall be at the sole discretion of the Employer.

ARTICLE 11: PROBATION

The first six (6) months of employment shall be the probationary period for all new employees. During this period the Employer shall discuss performance problems with the probationary employee if it appears that this may help the employee successfully complete the probationary period. Probationary employees are covered by this Agreement and enjoy the same legal rights as other employees under the National Labor Relations Act; however, the Employer may discipline or terminate a probationary employee without cause and a disciplined or terminated probationary employee shall not have recourse to the grievance procedure.

ARTICLE 12: MANAGEMENT RIGHTS

It is mutually agreed that it is the duty and the right of the Employer to manage the facility and direct the workforce. This includes but is not limited to, the right to hire, transfer, promote, reclassify, layoff, reduce hours, set and administer work performance and disciplinary standards, and discharge employees subject to the conditions as set forth in this agreement.

The foregoing statements of rights of Management and of the Employer functions are all-inclusive and shall not be construed in any way to exclude other functions not specifically enumerated, except when such rights are specifically abridged or modified by this agreement.

ARTICLE 13: NO STRIKE, NO LOCKOUT

There shall be no strike, slowdown, or other stoppage of work by employees represented by the Union and no lock out by the Employer over the issues covered in the National Master Agreement during the life of this Agreement.

ARTICLE 14: DISCIPLINE AND DISCHARGE

SECTION 14.1 JUST CAUSE

The Employer shall have the right to discipline employees and to discharge employees for just cause.

SECTION 14.2 UNION NOTIFICATION

In any case where a home care aide is the subject of a written formal warning the Employer will notify the home care aide of the purpose of the meeting and their option to have a local union representative present when the meeting is scheduled. Prior to commencing review of the written formal warning at the scheduled meeting the home care aide will be given a form to confirm that they have been offered the option to have a union representative present. The confirmation will be attached to the written formal warning as part of the permanent record of the meeting.

Within ninety-six (96) hours after any discharge, the Employer will notify the local union in writing of the discharge and the reason for this action. Failure to do so will not affect the termination or its validity in any way.

SECTION 14.3 INTERVIEW BY UNION

A local union representative shall have the right to interview employees and Employer personnel concerning discharge and discipline matters. Employer personnel shall have the right to have another employer representative present in such interviews. Such interview shall not interfere in any way with the Employer's business activity. Such interview is to be for informational purposes.

SECTION 14.4 EMPLOYER RULES

The Employer may establish reasonable work rules necessary to regulate employees' conduct at work. Work rules shall be conspicuously posted and made available to all employees. The employer will advise the local union of any proposed changes to the work rules 30 days in advance.

SECTION 14.5 EMPLOYEE CONFERENCES

When an employee is called into conference at which the Employer intends to investigate the possibility of imposing discipline on him or her or to notify him or her of his/her discharge or suspension, the employee has the right to request the presence of his or her local union representative at such conference. If an employee makes such a request, the Employer agrees to make time available when the participating Steward and employee are not assigned to work or the Employer agrees to compensate the employee and the Steward for time missed from normal work assignments.

SECTION 14.6 PERSONNEL FILES

Any information regarding disciplinary action, e.g., warnings, placements on probation status, or formal evaluation reports prepared by the Employer shall be placed in the employee's personnel file and a copy shall be made available to the employee. The employee shall be offered the opportunity to sign the document indicating that s/he has seen it and shall have the right to add a written reply to it. The Employer shall allow employees access to their personnel file at reasonable times. Employees shall have the right to submit written comments up to twice the length of the item being replied to or two (2) pages, whichever is longer replying to any material in their file, which comments shall also be maintained in the personnel file.

ARTICLE 15: GRIEVANCE PROCEDURE

SECTION 15.1

A grievance is hereby defined as a claim against, or dispute with, the Employer by an employee or the local union representative involving an alleged violation by the Employer of the terms of this Agreement